BILL NO. S-84-12-01

SPECIAL ORDINANCE NO. S-176-84

AN ORDINANCE approving, ratifying and adopting a Flexible Benefits Plan for eligible/electing employees of the City of Fort Wayne, Indiana, and eligible/electing employees of the City's Municipally owned Utilities.

WHEREAS, employees of the City and its Utilities are provided with certain flexible benefits as approved and appropriated by Council from time to time;

WHEREAS, a Flexible Benefits Plan would allow eligible employees of the City and its Utilities to elect receipt of these fringe benefits in a fashion that would be beneficial from both a tax and benefit standpoint; and

WHEREAS, the utilization by the City and its Utilities of a Flexible Benefits Plan would not be an additional cost to the City or its Utilities, but rather, such a Plan would allow individual electing employees to determine how their flexible benefits should be allocable to them.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Flexible Benefits Plan, attached hereto as Exhibit "A", is hereby approved, ratified and adopted by this Council on behalf of the Civil City and City Utilities. Two (2) copies of such Plan are on file in the City Clerk's Office and are available for public inspection.

SECTION 2. The Mayor and the Members of the Board of Public Works and Safety are empowered and authorized to execute this Plan and all documentation related thereto so that the Flexible Benefits Plan may be implemented commencing January 1, 1985.

SECTION 3. So that the Plan may be implemented, it will be necessary, in the future, to transfer previously appro-

priated monies from various accounts to a Flexible Benefits Plan Account. Such a transfer or transfers of monies will be made at that time that Council approves such a transfer via a Transfer Ordinance or Resolution.

SECTION 4. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark E. Jia Quinta

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.

DATE: 12-11-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Stier, seconded by Talarico, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 12-18-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (ZO~~NING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-176-84 on the 18th day of December, 1984,

ATTEST: (SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Barry A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 20th day of December, 1984, at the hour of 10:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of December, 1984, at the hour of 2:00 o'clock P.M.,E.S.T.

Win Moses
WIN MOSES, JR., MAYOR

CITY OF FORT WAYNE EMPLOYEES' FLEXIBLE BENEFIT PLAN

PREAMBLE

WHEREAS, the City of Fort Wayne acknowledges its intent to respond to its employees' varying needs for benefits; and

WHEREAS, the City of Fort Wayne desires to implement a plan of flexible benefits whereby its employees may choose, within amounts of money provided herein, among different combinations of medical expense reimbursement, supplemental group term life insurance and dependent care assistance; and

WHEREAS, this Plan is intended to comply with Sections 105, 106, 125 and 129 of the Internal Revenue Code of 1954 as amended and regulations promulgated thereunder.

THEREFORE, effective January 1, 1985, the City of Fort Wayne adopts this flexible benefit plan for its eligible employees.

ARTICLE I

DEFINITIONS

1.1 The following words and phrases when used herein, unless their context clearly indicates otherwise, shall have the following respective meanings:

(a) Plan: The City of Fort Wayne Employees' Flexible Benefit Plan.

(b) Employer: The City of Fort Wayne, Indiana.

(c) Code: The Internal Revenue Code of 1954, as amended.

(d) Dependent: An individual who qualifies as a dependent under Section 152 of the Code.

(e) Effective Date: January 1, 1985.

(f) Employee: An exempt employee of the Employer and any employee of the Employer included in a unit of employees covered by a collective bargaining agreement where the representative of such employees elects to participate in this Plan; further provided all such employees customarily are employed for at least thirty (30) hours per week.

(g) Participant: An Employee participating in the Plan.

(h) Plan Year: The twelve month period which ends each December 31.

1.2 Construction: The masculine gender shall be deemed to include the feminine and neuter gender unless the context indicates otherwise. Terms used in the singular may also include the plural.

ARTICLE II

PARTICIPATION

2.1 Participation: All Employees, employed as of the Effective Date who have completed benefit election forms prior to the Effective Date shall participate on the Effective Date. The participation of any Employee eligible thereafter shall commence as of the April 1, July 1, October 1 or January 1 next following such Employee's date of hire and completion of benefit election forms.

2.2 Termination of Participation: Participation in the Plan shall continue until a Participant is no longer entitled to benefits under the Plan.

2.3 Election of Benefits:

(a) As a condition of participation, each Employee shall complete benefit election forms, as the Employer shall provide, electing specific plan benefits and amount of benefits. Such forms shall be completed prior to the period for which the benefit applies. Prior to the beginning of each Plan Year, all Participants shall complete benefit election forms for benefits to be provided during the Plan Year. A Participant may not revoke his election or change the amount of benefit once the period to which benefits are being provided begins.

(b) However, a Participant may revoke a benefit election or amount of benefit after the period of coverage has begun and make a new benefit election or amount of benefit, if both the revocation and new election are on account of and consistent with a change in family status due to:

(i) marriage,
(ii) divorce,
(iii) death of spouse or child,
(iv) birth or adoption of child, or
(v) termination of spouse's employment.

ARTICLE III

CONTRIBUTIONS AND ACCOUNTS

3.1 Employer Contributions: After the Employer has received a Participant's benefit election form, the Employer shall establish a Participant's account which shall correspond to the amount of and type of benefit elected. The value of such accounts shall initially be Zero Dollars ($0.00). However, the total of all accounts for each Plan Year shall not exceed the following limitations:

	Participants Under the $250 Deductible Health Plan	Participants Under the $500 Deductible Health Plan
Single Employee	$250	$325
Employee and Spouse or Employee and Children	$450	$575
Employee, Spouse and Children	$600	$750

3.2 Increases in Accounts: A Participant's account for a specific elected benefit shall be increased each calendar quarter by twenty-five percent (25%) of the total amount elected for a specific benefit.

3.3 Decreases in Accounts: A Participant's account for a specific elected benefit shall be reduced by the amount of any benefits paid to or on behalf of a Participant. Such account shall not pay out benefits that would cause the account to have a negative balance. Any expense that would otherwise cause the foregoing may be carried forward to the next calendar quarter but not beyond the end of a Plan Year. Requests for payment of benefits must be submitted in writing, in a manner specified by the Employer, at least fifteen (15) days prior to the end of a calendar quarter in order to be eligible for payment attributable to that quarter.

3.4 Forfeiture of Account: If a Participant does not have expenses to be charged to a specific elected benefit, the amount elected by the Particiant to provide such benefit shall be forfeited unless the Participant is eligible to revoke his election under the provision of Section 2.3(b).

SECTION VIII

PROBATIONARY PERIOD

8.1 Apprentices under this program of apprenticeship shall be subject to a 12 months probationary period.

8.2 During the probationary period, the termination or cancellation of an apprenticeship agreement may be made by the Department following established personnel rules, regulations and policies. The Department may cancel the agreement at any time for due cause, such as lack of interest or progress within the applicable rules of the Bargaining Contract or Provisions of the Department's Rules and Regulations.

8.3 The Registration Agency shall be advised of all cancellations and terminations of apprenticeship agreements under this program.

SECTION IX

HOURS OF WORK

After initial recruit training, the work day and work week for apprentices and conditions associated therewith shall generally be the same as Journeymen Fire Fighters doing comparable work for the Department. All such hours of work are subject to the terms of the Bargaining Contract and Department Regulations.

SECTION X

RATIO

The ratio of apprentices to Journeymen Fire Fighters shall be as determined by (1) Department Budget, (2) Collective Bargaining Agreement and (3) applicable Statutes and Ordinances. The number of apprentices in any one unit of a Department shall not exceed 50% of the total number of firefighters assigned to that unit.

SECTION XI

WORK EXPERIENCE

The Apprentices under this program of apprenticeship shall be trained in the use, care and effective handling of all equipment commonly used in connection with fire protection. During the term of apprenticeship, the apprentice shall be given such instruction and experience necessary to develop the skill and knowledge of fire prevention and suppression. The training of apprentices shall include a definite schedule which shall be shown in the program outlining the training.

ARTICLE IV

MEDICAL REIMBURSEMENT BENEFIT

4.1 Medical Reimbursement Account: A Participant who elects this benefit and who incurs Medical Expenses attributable to himself, his spouse or his dependents shall be entitled to receive from the Employer reimbursement for such expenses incurred after the day of the Plan Year for which he is a Participant, and during the period he is an Employee of the Employer on the basis of each Plan Year for which the Participant elects this benefit. For this purpose, the first day of the first Plan Year is deemed to be January 1, 1985. The Employer shall pay all such expenses to the Participant upon the presentation to the Employer of documentation of such expenses in a form satisfactory to the Employer. In its discretion, the Employer may pay any of such expenses directly, in which event the Employer shall be relieved of all further responsibility with respect to that particular expense. Such expenses shall be paid within ten (10) days after the end of a calendar quarter based on accepted claims filed with the Employer pursuant to Section 3.3.

In the event that a Participant ceases to be an Employee, upon presentation to the Employer by such Participant of satisfactory documentation within thirty (30) days of the date he ceased to be an Employee, the Employer shall pay, within sixty (60) days of the date he ceased to be an Employee, all covered Medical Expenses of such Participant to the extent of the amount remaining in the Participant's Medical Reimbursement Account.

Upon presentation of a claim, a Participant shall expressly represent that the item for which a claim is made is not subject to reimbursement under any policy described in Section 4.2 or from any other source.

4.2 Limitations On Medical Expenses. No benefits shall be paid under this Plan:

(i) in the event and to the extent that such reimbursement or payment is covered under any insurance policy, whether paid for by the Employer or the Participant, or under any other health and accident plan by whomever maintained. In the event that there is such a policy or plan in effect providing for such reimbursement or payment, in whole or in part, then to the extent of the coverage under such policy or plan, the Employer shall be relieved of any liability hereunder;

(ii) due to any injury or sickness that is either incurred when a Participant was engaged in, or resulting from a Participant having engaged in, a criminal enterprise; or resulting from an intentially self-inflicted injury of a Participant.

4.3 Medical Expenses: Medical expense eligible for reimbursement under this plan shall include expenses attributable to the diagnosis, cure, mitigation, treatment or prevention of sickness, injury or defect. Expenses shall also include payment for the purpose of affecting any structure or function of the body, for any hospital or nursing charges, optometrical, ophthalmological or auditory care, dental care, psychiatric care, drugs and prescriptions (including eyeglasses, contact lenses or hearing aid appliances, but excluding nonprescription drugs other than insulin), medical-related transportation expenses, medical insurance premiums as well as all other medical care as defined in Section 213(d)(1) of the Code. Expenses shall also include expenses that would have been paid for but for a co-insurance or deductible provision of a health care plan. As the Employer may determine, expenses may include wellness counseling, which may include but is not limited to treatment attendent to weight reduction and substance abuse.

4.4 Separate Written Plan: For purposes of the Code, this article shall constitute a separate written plan providing for the reimbursement of Medical Expenses.

ARTICLE V

DEPENDENT CARE BENEFIT

5.1 Dependent Care Account: A Participant who elects this benefit and who incurs Dependent Care Expenses shall be entitled to receive from the Employer reimbursement for the amount of such expenses incurred after the day of the Plan Year for which he is a Participant, and during the period he is an Employee of the Employer on the basis of each Plan Year for which the Participant elects this benefit. For this purpose, the first day of the first Plan Year is deemed to be January 1, 1985. The Employer shall pay all such expenses to the Participant upon the presentation to the Employer of documentation of such expenses in a form satisfactory to the Employer. It its discretion, the Employer may pay any of such expenses directly, in which event the Employer shall be relieved of all further responsibility with respect to that particular expense. Such expenses shall be paid within ten (10) days after the end of a calendar quarter based on accepted claims filed with the Employer pursuant to Section 3.3.

In the event that a Participant ceases to be an Employee, upon presentation to the Employer by such Participant of satisfactory documentation within thirty (30) days of the date he ceased to be an Employee, the Employer shall pay, within sixty (60) days of the date he ceased to be an Employee, all Dependent Care Expenses of such Participant to the extent of the amount remaining in the Participant's Dependent Care Account.

Upon presentation of a claim, a Participant shall provide the Employer with such information as it may request to determine the Employer's obligation, if any, to withhold income or other taxes from such payment of benefits, including information concerning the employment of the Participant's spouse, if any.

5.2 Dependent Care Expense: Expenses of a Participant for the care of a dependent child incurred to enable the Participant to be gainfully employed shall be eligible. Such expenses shall not include amounts paid to a child of such Participant who is under the age of nineteen (19) or to an individual who is a Dependent of such Participant or Participant's spouse.

5.3 Annual Statement: On or before January 31, the Employer shall furnish to each Participant who received benefits under this Article during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year.

5.4 Separate Written Plan: For purposes of the Code, the Article shall constitute a separate written plan providing for the reimbursement of Dependent Care Expense.

ARTICLE VI

SUPPLEMENTAL GROUP TERM LIFE INSURANCE BENEFIT

6.1 Life Insurance Account: A Participant who elects this benefit shall have the Employer pay the expense of such benefit directly to the insurance company providing the coverage. Such expense shall be paid within ten (10) days after the end of a calendar quarter based upon documentation to the Employer that the Participant is still being provided coverage.

Coverage shall mean coverage incurred after the first day of the first Plan Year for which the Employee is a Participant and during the period he is an Employee of the Employer and subsequent Plan Years for which he elects this benefit.

ARTICLE VII

ADMINISTRATION

7.1 Administration and Finances:

(a) The Plan shall be administered by the Employer. The Employer may delegate any of its powers or responsibilities among its employees and to such other agents as the Employer deems appropriate.

The Employer shall have all powers necessary to administer the Plan, including, without limitation, powers:

(i) to interpret the provisions of the Plan;

(ii) to establish and review the method of accounting for the Plan and to maintain the accounts; and

(iii) to establish rules for the administration of the Plan and to prescribe any forms required to administer the Plan.

All determinations, interpretations, rules and decisions of the Employer shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

(b) The costs of the Plan shall be borne by the Employer.

7.2 Claims Procedure: The Employer shall notify a person within thirty (30) days of his claim for benefits of his eligibility or noneligibility for benefits under the Plan. If the Employer determines that a person is not eligible for any benefits or for full benefits, the notice shall set forth:

(i) the specific reasons for such denial;

(ii) a specific reference to the provision of the Plan on which the denial is based;

(iii) a description of any additional information or material necessary for the claimant to perfect his claim (and an explanation of why such information or material is necessary); and

(iv) an explanation of the Plan's claims review procedure, written in a manner calculated to be understood by the person. If a person is determined by the Employer to be not eligible for benefits, or if the person believes that he is entitled to greater or different benefits, he shall have the opportunity to have his claim reviewed by the Employer by filing a petition for review with the

Employer within sixty (60) days after receipt by him of the notice issued by the Employer. Said petition shall state the specific reasons the person believes he is entitled to benefits, or greater or different benefits. Within fifteen (15) days after receipt by the Employer of said petition, the Employer shall afford the person (and his counsel, if any) an opportunity to present his position to the Employer orally or in writing, and said person (or his counsel) shall have the right to review the pertinent documents. Within fifteen (15) days after hearing (or the date of receipt of the petition if the person does not request a hearing) the Employer shall notify the person of its decision in writing, written in a manner calculated to be understood by the person, stating specifically the basis of said decision and the specific provisions of the Plan on which the decision is based.

7.3 Amendments and Termination:

(a) The Employer may amend the Plan from time to time. Any such amendment shall be filed with the Plan documents.

(b) The Employer expects the Plan to be permanent, but reserves the right to terminate the Plan at any time. Neither the Company nor any of its employees shall have any further financial obligations hereunder from and after such termination except such that have accrued up to the date of termination and have not been satisfied.

7.4 Alienation: No benefit payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind.

7.5 Applicable Law: The Plan and all rights hereunder shall be governed by and construed according to the laws of the State of Indiana, except to the extent such laws are preempted by the laws of the United States of America.

IN WITNESS WHEREOF, this Plan has been executed this _____ day of _____, 1984.

_____

BILL NO. S-84-12-01

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN ORDINANCE approving, ratifying and adopting a Flexible Benefits Plan for eligible/electing employees of the City of Fort Wayne, Indiana, and eligible/electing employees of the City's Municipally owned Utilities

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

MARK E. GiaQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN — Jim Stier

JANET G. BRADBURY — Janet G. Bradbury

THOMAS C. HENRY — Thomas C. Henry

DONALD J. SCHMIDT — D J Schmidt

CONCURRED IN 12-19-84
SANDRA E. KENNEDY, CITY CLERK